

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

**JOHN and KARIN WALDROP, as parents and
legal guardians of B.W., THE ARC OF NEW
MEXICO as legal guardians and next
friends of S.K. and L.D., LYNDIA AND
JOSEPH PETROS as grandparents and legal
Guardians of A.J., DANIEL AND BLANCA
SARABIA, as parents and legal guardians of
D.S., LYNETTE JARAMILLO, as parent and
legal guardian of A.C., DORIS JOHNSON, as
parent and legal guardian of C.J.,
SHARRANNA AND RICHARD FRIEDMAN, as
parents and legal guardians of S.F.,
DISABILITY RIGHTS OF NEW MEXICO AND
THE ARC OF NEW MEXICO,**

Plaintiffs,

v.

No. 1:14-CV-00047-JCH-KBM

**NEW MEXICO HUMAN SERVICES DEPARTMENT;
NEW MEXICO DEPARTMENT OF HEALTH;
SIDONIE SQUIER, Secretary, NEW MEXICO
HUMAN SERVICES DEPARTMENT, to her official capacity;
RETTA WARD, Secretary, NEW MEXICO DEPARTMENT
OF HEALTH, in her official capacity; CATHY STEVENSON,
Director, DEVELOPMENTAL DISABILITIES SUPPORTS
DIVISION OF THE NEW MEXICO DEPARTMENT OF
HEALTH, in her official capacity,**

Defendants.

**ORDER GRANTING JOINT MOTION FOR
APPROVAL OF SETTLEMENT AGREEMENT AND RELEASE**

THIS MATTER comes before the Court upon the parties' Joint Motion for Approval of Settlement Agreement and Release filed on May 21, 2015 [Doc. 162] the ("Joint Motion"). Having reviewed the Joint Motion, the Settlement Agreement and Release executed on May 14, 2015 (the "Settlement Agreement"), and relevant law, and having heard the arguments of counsel at a hearing on May 21, 2015, the Court makes the following findings.

1. The Court FINDS that the Joint Motion is well-taken and should be granted.
2. The Court FINDS that the Settlement Agreement should be approved by this Court.
3. The Court FINDS that the terms of the Settlement Agreement constitute compliance with the Order of Preliminary Injunction entered by this Court on March 10, 2015 [Doc. 113] (the “Preliminary Injunction”), address the constitutional due-process concerns underlying the Court’s entry of the Preliminary Injunction, and meet constitutional due-process requirements.
4. The Court FINDS that, notwithstanding (i) any dismissal with prejudice of this matter, (ii) any release of Plaintiffs’ claims, and (iii) any dismissal of Defendants’ pending appeal of the Preliminary Injunction and accompanying Memorandum Opinion and Order [Doc. 112] (the “Memorandum Opinion”), the Court should and will retain jurisdiction to enforce the terms of the Settlement Agreement pursuant to Part XI of the Settlement Agreement for a period of two (2) years from the date that the Outside Reviewer (as defined in the Settlement Agreement) first receives a requested Individual Service Plan and budget for clinical review, with the additional provisos that this Court shall retain jurisdiction to hear and decide any motion for attorneys’ fees and costs incurred up to the execution of the Settlement Agreement and Release timely filed pursuant to Part XIII of the Settlement Agreement and Release and that any motion for enforcement filed within the aforementioned two-year period shall be deemed timely and subject to the jurisdiction of the Court for enforcement, including jurisdiction to hear and decide any motion for attorney’s fees filed within thirty days following any Order by this Court disposing of any such timely-filed motion for enforcement.


5. The Court FINDS that the parties should engage in informal resolution efforts prior to the filing of any motion for enforcement.

IT IS HEREBY ORDERED that, notwithstanding anything to the contrary in the Preliminary Injunction or the Memorandum Opinion:

1. The Joint Motion is hereby GRANTED.
2. The Settlement Agreement, a copy of which is appended as Exhibit 1 to this Order, is hereby APPROVED by this Court with Amended Attachment 2 (to the Settlement Agreement) and is incorporated into this Order by reference. Amended Attachment 2 is attached to this Order.
3. Defendants' compliance with their obligations under the Settlement Agreement shall be deemed to constitute compliance with the Court's Preliminary Injunction [Doc. 113].
4. Notwithstanding (i) any dismissal with prejudice of this matter, (ii) any release of Plaintiffs' claims, and (iii) any dismissal of Defendants' pending appeal of the Preliminary Injunction and accompanying Memorandum Opinion and Order [Doc. 112], this Court shall retain jurisdiction to enforce the terms of the Settlement Agreement pursuant to Part XI of the Settlement Agreement for a period of two (2) years from the date that the Outside Reviewer (as defined in the Settlement Agreement) first receives a requested Individual Service Plan and budget for clinical review, with the additional provisos that this Court shall retain jurisdiction to hear and decide any motion for attorneys' fees and costs incurred up to the execution of the Settlement Agreement and Release timely filed pursuant to Part XIII of the Settlement Agreement and Release, and that any motion for enforcement filed within the aforementioned two-year period shall be deemed timely and subject to the jurisdiction of the Court for enforcement, including jurisdiction to hear and decide any motion for attorney's fees filed within

thirty days following any Order by this Court disposing of any such timely-filed motion for enforcement.

5. The parties shall engage in informal resolution efforts prior to the filing of any motion for enforcement.



THE HONORABLE JUDITH C. HERRERA
United States District Judge

Date: May 29, 2015

APPROVED:

Attorneys for Plaintiffs:

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